



**State of Oklahoma
Oklahoma State Bureau of Investigation
Support Services
Facilities**

Bid Solicitation Cover Page

Date: January 9, 2020

Solicitation Information

Solicitation Number: IPR 46473
Project Name: Boiler Replacement
Project Address: 800 East 2nd Street
Project City: Edmond
Project Zip Code: 73034

Bids Due (Date): January 28, 2020
Bids Due (Time) 3:00 PM

Agency Contact Information

Agency Name: Oklahoma State Bureau of Investigation
Contact Name: Doug Perkins
Mailing Address: Same
Delivery Address: Same
Contact City: Same
Contact Zip Code: Same
Contact Phone: (405) 715-9540
Contact Fax: (405) 330-4732
Contact Email: Doug.perkins@osbi.ok.gov

The Oklahoma State Bureau of Investigation is inviting written bids for all labor and materials described by this solicitation.

Bids will be accepted until the Date and Time specified above. Late Bids will not be accepted.

Method of Responding to this Solicitation: Bids will be accepted by mail, fax, email or hand delivered to the Agency Contact specified above.

The requirements of the proposed contract for construction are described within this Solicitation, and the Solicitation will become a part of any resultant Contract. Bidder will perform work in compliance with all applicable codes, standards, ordinances and laws. The issuance of this Solicitation does not guarantee that the State of Oklahoma will enter into a contract and the State reserves the right to reject any and all bids.

In preparing your bid, please review the attached documents and comply with instructions given:

- Bid Form: Submit your Bid using the form provided.
- Statutory Bid Affidavit: Complete this affidavit and return with your Bid.
- Agreement Between Owner and Contractor: This is the contract that will be used.
- Invoice Affidavit for Construction: After contract award, this document must be submitted with the Contractor's Invoice for Payment
- Scope of Work (SOW): Description and Requirements of the proposed construction contract.

A mandatory pre-bid walk-through will be held on January 17, 2020 at 10:00 AM at the OSBI Forensic Science Center, 800 East 2nd Street, Edmond, OK. 73034.

If the Bidder has any questions about this Solicitation, please contact the Agency Contact listed above.

This Solicitation and any resulting Contract for Construction is in accordance with 61 O.S. §101- 138, and specifically 61 O.S. §103(B) regarding projects under the statutory amount mandated therein. Any resultant contract will be awarded by the Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management, Construction and Properties Department.



**State of Oklahoma
Oklahoma State Bureau of Investigation
Support Services
Facilities**

Bid Form

To: Oklahoma State Bureau of Investigation
Support Services
800 East 2nd Street
Edmond, OK. 3034

Attn: Doug Perkins

RE: Solicitation Number IPR 46473

From: _____
(Firm Name)

(Address)

(City/State/Zip)

(Telephone No.)

(EIN/TIN Number)

(Email Address)

1. The undersigned, being familiar with the local conditions affecting the cost of the work, with the Solicitation for Bids and in accordance with the provisions thereof, hereby proposes to furnish all labor, materials and equipment necessary for the sums listed herein.
2. In submitting the bid, it is understood that the right is reserved by the State of Oklahoma to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days after the date bids are due. Work is to start within ten (10) days after receipt of WORK ORDER or as otherwise provided for in the Solicitation.
3. By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
4. The bidder also certifies that they are in compliance with the State of Oklahoma Governor's Executive Order 2012-01, filed February 6, 2012 and effective July 1, 2012, that the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

5. EDIT BY PREPARER

If awarded a contract, we propose to complete this work within _____ calendar days from the date of receipt of Work Order.

OR

If awarded a Contract, we propose to complete the work in _____ calendar days.

6. Bid Proposal: Replacement, purchase and installation of a natural-gas fired, low pressure boiler per attached statement of work.

Base Bid: **Provide all labor, materials and equipment to complete the project per the contract documents.**

_____ Dollars
\$ _____ (Numbers)

(Bidder Printed Name)

(Bidder Signature)

(Bidder Title)

(Date)



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

Bid Affidavits

In accordance with 61 O.S. § 108 and § 115, a sworn statement shall accompany any competitive bid submitted for a public construction contract.

STATE OF _____)
 _____) ss Project Name: _____
 COUNTY OF _____) CAP Project No.: _____

NON-COLLUSION STATEMENT

A. For the purposes of a competitive bid for a public construction contract, the undersigned, being first duly sworn, certifies that

1. I am the duly authorized agent of

_____,
 the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,

b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

BUSINESS RELATIONSHIPS STATEMENT

A. I further certify that the nature of any partnership, joint venture or other business relationships presently in effect or which existed within one (1) year prior to the date of this statement with the Architect, Engineer, or other party of the project is:

(If none, so state; use additional sheet if necessary.)

B. That any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is:

(If none, so state; use additional sheet if necessary.)

C. And that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are:

(If none of the business relationships herein above mentioned exist, then a statement to that effect. Use additional sheet if necessary.)

If awarded a contract, the bidder affirms that the work will be carried out in conformance with the contract requirements and that all invoices submitted for payment will reflect a true and accurate accounting of the work completed.

 (Bidder Signature) Subscribed and sworn to before me this _____ day of _____, 20__

 (Bidder Printed Name)

 (Signature of notarial officer)

 (Bidder Printed Title)

(Seal)

My Commission Expires: _____

My Commission #: _____

INVITATION TO BID FOR
LOW PRESSURE BOILER REPLACEMENT
THE OKLAHOMA STATE BUREAU OF INVESTIGATION
OSBI FORENSIC SCIENCE CENTER

PURPOSE: The Oklahoma State Bureau of Investigation (OSBI) is seeking solicitations for the purchase, removal and installation of a natural-gas fired, low-pressure boiler for replacement of a failed boiler located on the 4th floor of the OSBI's Forensic Science Center (FSC), located at 800 E. 2nd Street, Edmond, Oklahoma, 73034. This project consists of, but not limited to the following:

SECTION 1.0
STATEMENT OF WORK

- 1.1 Contract resulting from this solicitation shall be for the purchase, removal and installation of a natural-gas fired, low-pressure boiler for replacement of a failed boiler located on the 4th floor:
 - 1.1.1 Properly disconnect and remove from site, the non-functioning boiler on the 4th floor. This facility possesses a freight-sized elevator with a 5,000 pound capacity.
 - 1.1.2 Replace non-functioning natural gas-fired, low pressure boiler with a new unit of the same manufacturer and capacity.
 - 1.1.2.1 Manufacturer: Aerco
 - Model: BMK2.0 (or updated model)
 - BTU/H input: 2,000,000
 - Attributes: Condensing, Modulating, Forced Draft, Hot Water Boiler.
 - 1.1.3 Install the replacement boiler in the existing location of the non-functioning boiler.
 - 1.1.4 Make all connections (natural gas, electric, BAC-net automated building controls, intake/exhaust venting, heated water supply, heated water return, pressure relief, etc.) as necessary to place replacement boiler into service.
 - 1.1.5 Verify the replacement boiler is functioning safely and correctly.
 - 1.1.6 Provide a minimum of one-year labor warranty on installation of replacement boiler.
- 1.2 Contractor will employ only trained and qualified workers who are proficient in performing this type work. These personnel shall at all times be employees of the Contractor. Contractor's employees are required to be a minimum age of eighteen with direct supervision on the premises or the age of twenty-one if not directly supervised. Contractor and Contractor's employees must be United States citizens or be legally eligible to work in the United States. Contractor shall provide proof of eligibility of Contractor or Contractor's employees to work in the United States as indicated to comply with OSBI requirements or local, State and Federal laws.
- 1.3 All equipment and tools shall be furnished by the Contractor and shall be properly maintained in proper working condition.
- 1.4 OSBI reserves the right to point out requirements being missed or neglected. Anything not acceptable in accordance with the contract shall be corrected immediately. Failure to do so will constitute grounds for filing Contractor complaints with the Office of Management and Enterprise Services/ Construction and Properties (OMES/CAP) potentially leading to corrective action.
- 1.5 All hazardous materials used by the Contractor to fulfill the requirements of this contract shall be marked as such. The Contractor shall provide the OSBI Procurement and Facilities Manager (or designee) the appropriate Safety Data Sheet (SDS) for each product before the work has started. Disposal of such products off of State property is the responsibility of the Contractor and shall be done in accordance with all applicable laws, guidelines, regulations and codes.
- 1.6 Damage to OSBI property (fencing, signage, walls, etc.) as a result of negligence or intent by Contractor's employee(s) or sub-contractors shall be professionally repaired at no cost to the OSBI. The Contractor shall complete such repair at Contractor's cost or reimburse the OSBI for having the repair done by another Contractor.
- 1.7 In an emergency affecting safety of person or property, the Contractor shall act, at the Contractor's discretion to prevent threatened damage, injury or loss.
- 1.8 The Vendor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Vendor shall dispose of all surplus material, rubbish, and debris off site. Use of OSBI Facility trash containers is not allowed under this contract.

SECTION 2.0
GENERAL TERMS

- 2.1 Gratuities: The right of the successful Contractor to perform under contract may be terminated by written notice if the Contracting Officer determines that the successful bidder, or its agent or another representative offered or gave a gratuity (e.g. an entertainment or gift) to an officer, official, or employee of the State.
- 2.2 Debarment and Suspension: In accordance with 31USCA 6101, Executive Order 12549, the prospective bidder certifies, by submission of this proposal, that neither it nor its principals are presently or have not in the last three years been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for participation in this transaction by any Federal Department or Agency, or convicted of a fraud related crime.
- 2.3 Indemnification: The Contractor shall agree to indemnify and hold the OSBI harmless against any and all bodily injury and property damage, deficiencies or liabilities resulting from any negligence on the part of the Contractor or nonfulfillment of any term or condition of this contract. The Contractor shall indemnify and hold harmless the OSBI under this contract from any and all assessments, judgments, costs, legal and other reasonable expenses incidental to any of the foregoing.